

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that Anglin Construction Company as Principal, hereinafter called the Principal, and Merchants Bonding Company a corporation duly organized under the laws of the State of Iowa as Surety, hereinafter called the Surety, are held and bound unto City of Gainesville as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Bid Amount Dollars(5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ITB-WSP-190016-DM-0-2018/DM; Reserve Park, New Neighborhood Park Construction at 700 NE 11th Street

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 7th day of January, 2019.

Sue Trickett (Witness)
Anglin Construction Company (Principal) GARY ANGLIN (Seal) PRES (Title)
Merchants Bonding Company (Surety) (Seal)
Robert T. Theus, Attorney-In-Fact (Title)

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of April, 2017.

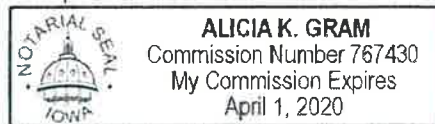


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 27th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of January, 2019.



William Warner Jr.
Secretary

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Gainesville

200 East University Avenue, Room 339 – Gainesville, Florida 32601

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>Addendum No. 1</u>	<u>1, 12/6/18</u>
<u>Addendum No. 2</u>	<u>2, 12/6/18</u>
<u>Addendum No. 3</u>	<u>3, 12/28/18</u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Instructions to Bidders, especially with respect to Technical Data in such reports and drawings
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

ADDENDUM NO. 1

Gainesville.
Citizen centered
People empowered

Date: December 6, 2018

Bid Date: January 7, 2018
at 3:00 P.M. (Local Time)

Bid Name Reserve Park, New Neighborhood Park Construction
At 700 NE 11th St.

Bid No.: WSPP-190016-DM

NOTE: The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m.(local time), December 26, 2018. Questions may be submitted as follows:
Email: mcphalldt@cityofgainesville.org
or
Faxed (352) 334-3163
Attention: Darius McPhall
2. **CORRECTION:**
Date of NON-MANDATORY PREBID
The date on the Bid document coversheet reads “NON-MANDATORY PRE-BID MEETING is December 18, 2019 at 1:00p.m”, which is the correct date. The date listed on Demandstar is incorrect.
3. Question: Is there a budget /estimate for this project?
Answer: The estimated construction cost for this project is \$700,000.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER:

ANGLIN CONST.

BY:

GABY ANGLIN

DATE:

1/7/19

CITY OF _____
GAINESVILLE

FINANCIAL SERVICES
PROCEDURES MANUAL

41-423 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

~~Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.~~

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

ADDENDUM NO. 2

Gainesville.
Citizen centered
People empowered

Date: December 6, 2018

Bid Date: January 7, 2019
at 3:00 P.M. (Local Time)

Bid Name Reserve Park, New Neighborhood Park Construction
At 700 NE 11th St.

Bid No.: WSPP-190016-DM

NOTE: The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m.(local time), December 26, 2018. Questions may be submitted as follows:

Email: mcphalldt@cityofgainesville.org

or

Faxed (352) 334-3163

Attention: Darius McPhall

2. CORRECTION:

Date of BID DUE DATE

The date on the Bid document coversheet reads "BID DUE DATE is January 7, 2018 at 3:00p.m", which is the incorrect date. The correct date is January 7, 2019.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, and a copy of this Addendum to be returned with proposal.

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: ANGLIN CONST

BY: Cady ANGLIN

DATE: 1/7/19 1/7/19

CITY OF _____
GAINESVILLE

FINANCIAL SERVICES
PROCEDURES MANUAL

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Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

ADDENDUM NO. 3

Gainesville. **Citizen centered** **People empowered**

Date: December 28, 2018

Bid Date: January 7, 2019
at 3:00 P.M. (Local Time)

Bid Name Reserve Park, New Neighborhood Park Construction
At 700 NE 11th St.

Bid No.: WSP-190016-DM

NOTE: The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m.(local time), December 26, 2018. Questions may be submitted as follows:
Email: mcphalldt@cityofgainesville.org
or
Faxed (352) 334-3163
Attention: Darius McPhall
2. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters)) distributed during non-mandatory pre-bid meeting.
 - b) Copy of the Pre-Bid sign-in sheet for your information
 - c) Project Manager Highlights of project specifications
 - d) Alternative product information per the question
3. Question: Have the drawings already gone to the city for approval?
Answer: Yes. The drawings are in the final stages of approval through the City's ProjectDox permitting platform.
4. Question: Is there a bid or performance bond necessary?
Answer: No, a bid bond is not required on this project. Yes, a public construction bond will be required. Please see Article 6 of the Standard General Conditions.
5. Question: Cost of permit is on the vendor or city?
Answer: The cost of all permits is on the vendor. A permit is required for the following:

Garden Shed-
2 Play areas (one permit for both)-
Pavilion-
Site work (includes the Bike rack and fitness course)-

The formula for the fees would be:

Permit base fee:

<\$7500 job cost \$60.00 or
>\$7500 job cost x .008 up to \$250,000. After \$250,000 x .004.

Plan review fee: 40% of permit base fee
State surcharge \$4.00 or 2.5% of permit fee whichever is greater.

Total permit fee = Permit base fee+ Plan review fee+ State Surcharge.

-
6. Question: Are there owner direct purchases involved in this project?
Answer: No. There will not be any owner direct purchases on this project.
-
7. Question: Who is responsible for the public art?
Answer: The artist will be responsible for providing the piece of public art. A change order would be negotiated if the foundation for the piece of public art were to be brought under the site work contractor's scope of work.
8. Question: Are there existing drawings or a basis of design for the Historic shed?
Answer: For a basis of design for the gabled-roof 8'x10' shed please see Historic Shed out of Brooksville, Florida.
9. Question: What are the requirements of the playground equipment?
Answer: Please see Sheet L-0.3 of the plan set.
10. Question: What is the sign material of the military guidon?
Answer: The sign material of the military guidon should be a ½" thick high pressure laminate for the dimensioned size with at least three attachment points to the pole. Bidders should note the pole will be round. The City will provide the final design for the military guidon.
-
11. Question: Is the vendor responsible for the kiosk mapping?
Answer: Yes, the vendor is responsible for providing one printed 60"x36" corrugated plastic board (4mm thick) with a gloss vinyl media layer. The City will provide the final design for the kiosk mapping.
12. Question: Can you post a list of the plan holders?
Answer: The list is available via DemandStar and changes as potential vendors download the documents.
13. Question: I would like to make a request for approval as an "equal to" for the following items:
2-5 playgrounds, 5-12 playground, 4 bay swing set. (SEE ATTACHMENTS) I would also like to confirm the swing requirement. The specs show 4 bay swing set however the 2d references a total 2 bays with a total of 4 swing seats. Can you confirm? (Playworld Equipment)
Answer: Playworld's submittal for the 2-5 playground, 5-12 playground and 4 bay swing set are approved as alternate/ or equal products.

Four (4) swings are preferred. Please bid on four (4) swings: two (2) toddler and two (2) belt swings (See Question Attachments).

14. Question: Are the following alternate items acceptable? Topline Recreation, Inc. equipment for ages 2-5 playgrounds, 5-12 playground, 4 bay swing set, and obstacle course. American Building Products Illini Shelter, MyTcoat 6' bench and 8' tables, PW Athletic Round-Up Bike Rack, American Building Products Cherokee 8'x8' shelter, Dogipot Quik Pet Station, and Patterson-Williams 1140 Series Grills (See Question Attachments)

Answer: Top Line Recreation, Inc.'s equipment for ages 2-5 playgrounds, 5-12 playground, 4 bay swing set ~~are approved as alternate/ or equal products with the caveat that different colors per the military reserve theme such as red, white, blue, olive, tan, and black powder-coated paint (to match flag poles); granite as the Rotomolded would be required.~~

~~The proposed obstacle course equipment is not accepted as the obstacle course shall be designed for users 13+ years old. Per the documents submitted Top Line Recreation, Inc.'s obstacle course is for 5-12 year old users. Please refer to GENERAL NOTES FOR OBSTACLES, PLAYGROUNDS, AND SWING SET.~~

American Building Products Illini Shelter is not accepted as the specified pavilion is 24'x20' (480-sf) while the submitted pavilion is 20'x20' (400-sf). The additional square footage is needed to support 4 picnic tables. Also, per page L-4.8, there will be brick columns wrapping around each column for the shelter. The proposal failed to include the brick columns.

MyTcoat 6' bench and 8' tables are approved as alternate/ or equal products with the caveat that the benches must be customizable to include "Reserve Park" embedded in the seat back of the bench per "GENERAL NOTES FOR FURNISHING".

PW Athletic Round-Up Bike Rack is approved as an alternate/ or equal product.

American Building Products Cherokee 8'x8' shelter is not accepted as specifications were not provided detailing where the bidder would place the park map.

Patterson-Williams 1140 Series Grills are not accepted. The City prefers a grill with a surface mounted plate that bolts to a concrete base.

Dogipot Quik Pet Station is approved as an alternate/ or equal product.

15. Question: The plans do not indicate a border between the exercise equipment and grass. Please provide a basis of design that is desired to retain mulch in these areas.

Answer: The contractor shall excavate and backfill with Engineered Wood Fiber mulch around the exercise equipment to the depth required by the playground equipment manufacturer. You are correct that there is not a separate border.

16. Question: It was stated in the pre-bid meeting that the memorial and the site prep for the memorial is out of our scope. Please confirm if this is the case.
Answer: Correct. The artist will be responsible for providing the piece of public art. A change order would be negotiated if the foundation for the piece of public art were to be brought under the site work contractor's scope of work.
17. Question: See sheets L-2.2 and L-2.3, There is a dashed line slightly off center of the concrete sidewalk, what is this dashed line referring to? See Sketch #1 Attached
Answer: The dashed line does not reference anything and is showing up in error.
18. Question: See sheet L-0.2, In the Summary of Quantities under the heading signage there is reference to a ~~sign for the community garden to be furnished and installed. Please provide spec for community garden sign.~~
Answer: The Contractor should base their bid on a 24"x24" Dibond sign mounted on a single post. The City will provide the final design for the community garden sign.
-
19. Question: Please provide detail of community garden fence doors.
Answer: Please see Question Attachment
20. Question: Is there an edge product to be used around the perimeter of the engineered wood fiber?
Answer: No. The contractor shall excavate and backfill with Engineered Wood Fiber mulch around the exercise equipment to the depth required by the playground equipment manufacturer. The concrete sidewalk shall act as a border in the 2-5, 5-12 and swing set area.
21. Question: See drawing #2 on L-4.1, the fence detail shows three locations for "1X6 Treated Pine" is the center location referring to a sill mounted on top of the 2x4 treated Pine rail? See Sketch#2 Attached.
Answer: The correction dimension is 2x4 not 1x6. There is no sill.
-
22. Question: See sheet L-4.2, are the flat bricks/pavers the same brick as the vertical bricks?
Answer: Yes. The flat brick and vertical brick shall match the adjacent building's brick in size and color.
23. Question: See sheet L-4.2, drawing #2, do you want a mortar joint in-between the brick pavers as well as 1" mortar bed?
Answer: Yes.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 3 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 3 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER:

ANGLIN CONST

BY:

GARY ANGLIN

DATE:

1/7/19

CITY OF _____
GAINESVILLE

FINANCIAL SERVICES
PROCEDURES MANUAL

41-423 **Prohibition of lobbying in procurement matters**

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Project Manager acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price for Base Bid	\$ 835,400
Alternate A [Add]	\$ 21,000
Alternate B [Add]	\$ 24,600

Total number of calendar days to substantially complete the Work: 150 days.

Liquidated Damages Rate (from Agreement): \$ 1,241 /day.

Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 150 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Bidder Qualifications Statement
- B. Evidence of authority for individuals listed in Section 6 of the Qualifications Statement to bind organization to an agreement
- C. General Contractor's License OR FDOT Certificate of Qualification with FDOT Approved Work Classes
- D. Evidence of Bidder's authority to do business in the state where the Project is located
- E. Letter from Bonding Company; Evidence that Bidder can obtain a Payment and Performance Bond on the project if it is awarded the bid
- F. Drug Free Workplace Form
- G. Affidavit of Non-Collusion
- H. Certification of Compliance with Living Wage

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, and the General Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Anglin Construction Company

By:

[Signature]

GARY ANGLIN

[Printed name]

Gary Anglin

(If Bidder is a corporation, a limited-liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Sheets

[Printed name]

Jonathan Sheets

Title:

Assistant Project Manager

Submittal Date:

Jan. 3, 2019

Address for giving notices:

102 NE 10th Ave Suite 5

Gainesville, FL 32601

Telephone Number:

352/ 376-4089

Fax Number:

352/ 377-0037

Contact Name and e-mail address:

Gary Anglin

gary@anglin.cfcmail.com

Bidder's License No.:

CG CA 10727

(where applicable)

QUALIFICATIONS STATEMENT

1. SUBMITTED BY:

Official Name of Firm: Anglin Construction Company

Address: 102 NE 10th Ave Ste 5 Gainesville, FL 32601

2. SUBMITTED TO:

City of Gainesville, Florida

3. SUBMITTED FOR:

City of Gainesville, Florida

Owner: City of Gainesville, Florida

Project Name: Reserve Park

TYPE OF WORK: New Park Construction

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person/Title: Gary Anglin

Phone/Email: 352/538-5189 gary@anglin.cfcocmail.com

5. AFFILIATED COMPANIES:

Name: N/A

Address: _____

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: Florida

Date of Organization: 1981

Executive Officers:

- President: Gary Anglin

- Vice President(s): _____

- Treasurer: _____

- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

7. LICENSING / CERTIFICATIONS

In order to perform this work the bidder must have a general contractor's license **OR** hold a FDOT certificate of qualification in FDOT Approved Work Classes applicable to this project

2018 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P98000026110

Entity Name: ANGLIN CONSTRUCTION COMPANY

Current Principal Place of Business:

102 NE 10TH AVENUE
SUITE 5
GAINESVILLE, FL 32601

FILED
Jan 11, 2018
Secretary of State
CC3626835064

Current Mailing Address:

102 NE 10TH AVENUE
SUITE 5
GAINESVILLE, FL 32601 US

FEI Number: 59-3504786

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ANGLIN, GARY L
102 NE 10TH AVENUE
SUITE 5
GAINESVILLE, FL 32601 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name ANGLIN, GARY
Address 102 NE 10TH AVENUE
 SUITE 5
City-State-Zip: GAINESVILLE FL 32601

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: GARY ANGLIN

PRESIDENT

01/11/2018

Electronic Signature of Signing Officer/Director Detail

Date



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ANGLIN, GARY L

ANGLIN CONSTRUCTION COMPANY
215 NE 4TH AVENUE
GAINESVILLE FL 32601-7015

LICENSE NUMBER: CGCA10727

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CITY OF GAINESVILLE

Customer Copy

BUSINESS TAX RECEIPT

BILLING AND COLLECTIONS OFFICE
TREASURY DIVISION OF THE FINANCE DEPARTMENT

TAX YEAR BEGINS OCTOBER 1, 2018
AND ENDS SEPTEMBER 30, 2019

Please display in your
place of business

btmail@cityofgainesville.org

BUSINESS TAX NO.

33011

BUSINESS NAME AND MAILING ADDRESS



ANGLIN CONSTRUCTION COMPANY
GARY L. ANGLIN, CONTRACTOR
102 NE 10TH AVE, STE 5
GAINESVILLE, FL 32601

BUSINESS LOCATION

102 NE 10TH AVE, STE 5

BUSINESS PHONE

352-376-4089

BUSINESS E-MAIL

gary@anglin.cfoxmail.com

Thank you for paying your business taxes for the period October 1, 2018 – September 30, 2019.

Table with 3 columns: CATEGORY, DESCRIPTION, TAX FEE. Rows include STATE LICENSE/CERTIFICATION REQUIRED, FICTITIOUS NAME REQUIREMENT, CONTRACTOR-GENERAL-UNLIMITED, and summary rows for TOTAL ASSIGNED, TOTAL PAID, and AMOUNT DUE.

APPROVED BY FINANCE DIRECTOR



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ALL CITY, STATE AND FEDERAL REQUIREMENTS MUST BE MET IN ORDER TO LEGALLY OPERATE A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE CORPORATE LIMITS OF GAINESVILLE, FLORIDA. PAYMENT OF BUSINESS TAXES AND A RECEIPT FOR PAYMENT DOES NOT IMPLY THAT A BUSINESS HAS COMPLIED WITH ANY OR ALL OTHER RELEVANT STATUTORY AND REGULATORY PROVISIONS.

THE CITY OF GAINESVILLE DOES NOT REFUND BUSINESS TAXES PAID IN ERROR UNLESS THE ERROR IS A CLERICAL MISTAKE MADE BY THE CITY.

If you have any questions about the Business Tax requirements or process, please email

btmail@cityofgainesville.org

If you cannot email to the address above, please call (352) 334-5024

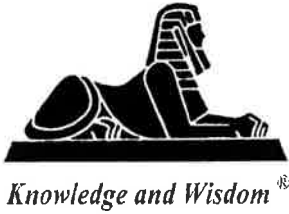
IT IS THE BUSINESS OWNER'S RESPONSIBILITY TO REPORT ANY CHANGES IN BUSINESS INFORMATION

DURING THE YEAR TO

btmail@cityofgainesville.org

OR TO WEB SITE

http://eservices.cityofgainesville.org



CECIL W. POWELL & COMPANY

INSURANCE, INTERNATIONAL FINANCIAL PLANNING AND SURETY BONDS SINCE 1935
219 N. NEWNAN STREET • P.O. DRAWER 41490, JACKSONVILLE, FLORIDA 32203-1490
PHONE (904) 353-3181 • FAX (904) 353-5722 • www.cwpowellins.com

January 7, 2019

City of Gainesville

RE: Anglin Construction Company

Project: Reserve Park, New Neighborhood Park Construction

To Whom It May Concern:

Cecil W. Powell & Company is the bonding agent for Anglin Construction Company. Based on normal and standard underwriting criteria at the time of the request, Performance and Payment bonds will be provided on for projects up to \$2,000,000.00 single and \$5,000,000.00 in the aggregate with the provision that we and Merchants Bonding Company reserve the right to review final contract documents, bond forms, and obtain satisfactory evidence of funding prior to any final commitment to issue bonds, and do not assume liability to any third party, including yourselves, if we do not execute said bonds.

Anglin Construction Company is bonded through Merchants Bonding Company. Merchants Bonding Company has an A.M. Best rating of "A VIII" and is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570).

Anglin Construction Company is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

If you should have any questions, please do not hesitate to call.

Sincerely,

Robert T. Theus
Vice President
Surety Department



8. RELEVANT EXPERIENCE

The bidder must demonstrate that they've worked on three similar size/types of projects. Please use the space below to communicate such experience.

Project 1, Narrative description of project: LEESBURG GARDENS
Paths, Fencing, Brick Columns, Automated Gate
Explanation of relevance/similarity to the Reserve Park Project: Outdoor Park
for City of Leesburg, FL

Final Contract Value: ≅ 500,000 Project Address: public works
Construction Start (NTP Date): 2018 Construction Completion Date: 2018
Project Owner/Client Contact (Name/Number): Jonah Davis 352 460 2327

Project 2, Narrative description of project: COLEMAN PARKS
work at 3 parks city of Coleman, FL
Explanation of relevance/similarity to the Reserve Park Project: Outdoor Park
Dugouts, new basketball court

Final Contract Value: ≅ 200,000 Project Address: 904 278 0030
Coleman, FL
Construction Start (NTP Date): 2017 Construction Completion Date: 2017
Project Owner/Client Contact (Name/Number): David Hodges (engineer)

Project 3, Narrative description of project: Smoker Bear Park
City of Gville
Explanation of relevance/similarity to the Reserve Park Project: Grading, paths
Outdoor work including landscaping

Final Contract Value: ≅ 160,000 Project Address: COG
Construction Start (NTP Date): 2014 Construction Completion Date: 2014
Project Owner/Client Contact (Name/Number): Larry Teague architected 335 9191

9. BONDING INFORMATION

Bonding Company: Merchants Bonding Company
Address: PO Box 14498
Des Moines, Iowa 50306-3498
Bonding Agent: CW Powell & Co
Address: 219 N Newnan St
Jacksonville FL 32202
Contact Name: Robert T. Theus
Phone: 904/660-0132
Aggregate Bonding Capacity: 4 million
Available Bonding Capacity as of date of this submittal: 2 million

10. INTENTIONALLY LEFT BLANK

11. CONSTRUCTION EXPERIENCE:

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. INTENTIONALLY LEFT BLANK

13. INTENTIONALLY LEFT BLANK

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: ANGLIN CONST
BY: GABY ANGLIN
TITLE: PRES
DATED: 1/3/19

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 3rd DAY OF Jan, 2019

Sue Trachet

NOTARY PUBLIC - STATE OF Florida

MY COMMISSION EXPIRES: 5/18/2020



ATTACHMENT CHECKLIST

- Evidence of authority for individuals listed in Section 6 to bind organization to an agreement
- General Contractor's License **OR** FDOT Certificate of Qualification with FDOT Approved Work Classes
- Evidence of Bidder's authority to do business in the state where the Project is located
- Letter from Bonding Company; Evidence that Bidder can obtain a Payment and Performance Bond on the project if it is awarded the bid
- Drug Free Workplace Form
- Affidavit of Non-Collusion
- Certification of Compliance with Living Wage

IF APPLICABLE

- Additional information on failure to complete a construction contract
- Additional information on any judgments, claims, disputes or litigation pending or outstanding

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Anglin Construction Company does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

GARY ANGLIN
Bidder's Signature

Jan 3, 2019
Date

CITY OF GAINESVILLE
AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation with authority to sign on its behalf (if the bidder is a corporation);
- (2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.
- (3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: GARY ANGLIN

Firm Name: Anglin Construction Company

Subscribed and sworn to before me this 3rd day of January 2019

Sue Trachet
Notary Public

My Commission expires May 18, 2020

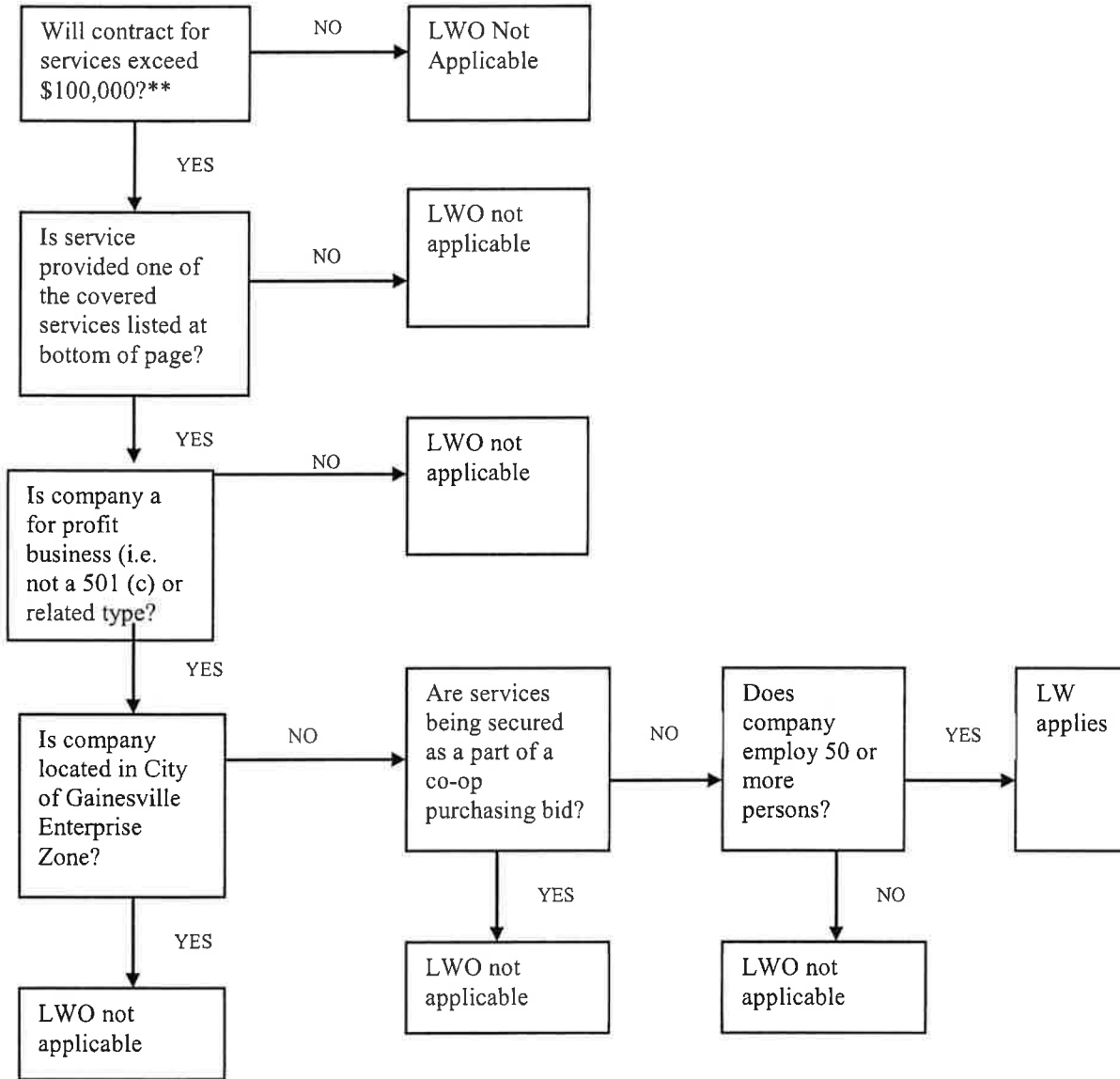


Proposer's E.I. Number: 59-3504786

(Number used on Employer's Quarterly Federal tax return)

LIVING WAGE DECISION TREE

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



***Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services

****Total value of contract**

CITY OF GAINESVILLE

CERTIFICATION OF COMPLIANCE WITH LIVING WAGE

The undersigned hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for Reserve Park a living wage of \$ 12.0673 per hour to covered employees who receive Health Benefits from the undersigned employer and \$ 13.3173 per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor: Anglin Construction Company

Address: 102 NE 10th Ave Ste 5 Gainesville, FL 32601

Phone Number: 352/376-4089

Name of Local Contact Person Gary Anglin

Address: 102 NE 10th Ave Ste 5 Gainesville, FL 32601

Phone Number: 352/538-5189

\$ 835,400

(Amount of Contract)

Signature:  Date: Jan 3, 2014

Printed Name: Gary Anglin

Title: President